



Serial No.: 09/843,904
Docket No.: 773919-0500

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s) : Tracy A. Mahnken
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Title : SYSTEM AND METHOD FOR ONLINE LEASING
Group/Art Unit : 3624
Examiner : Olabode Akintola
Confirmation No. : 9924
Docket No. : 773919-0500

Mail Stop AF
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

PRE-APPEAL BRIEF REQUEST FOR REVIEW

Applicant Requests review of the final rejection in the above-identified application.

- No amendments are being filed with this request.
- This request is being filed concurrently with a Notice of Appeal.
- The review is requested for the reasons stated in the "Remarks" section on the attached sheets.

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REMARKS

In response to the Office Action dated March 8, 2007, and in conjunction with the Notice of Appeal submitted herewith, Applicant requests review of the final rejection of claims 1-24 in the above identified application for the following reasons:

1. The Examiner has failed to make a prima facie showing that independent claims 1 and 19 (and the claims that depend therefrom) are unpatentable under 35 U.S.C. § 103(a) over *Weatherly* in view of *Donahue*. Neither *Weatherly* nor *Donahue* disclose the acceptance of a lease agreement over a computer network as required in independent claims 1 and 19 of the present application.

2. The Examiner has failed to make a prima facie showing that independent claim 24 (and the claims that depend therefrom) are unpatentable under 35 U.S.C. § 103(a) over *Weatherly* in view of *Donahue* in further view of *Walker*. Neither *Weatherly*, *Donahue*, nor *Walker* disclose the acceptance of a lease agreement over a computer network as required in independent claim 24 of the present application.

1. Claims 1 and 19 are not obvious over *Weatherly* in view of *Donahue*

Present Application

The present invention is directed to a system for establishing a lease agreement between a first party and a second party, wherein the lease agreement is accepted over a computer network. The system comprises: a listing module configured to provide, over the computer network, a list of units available for leasing (for example, MLS listings of rental properties); a scoring module configured to screen an applicant (for example, a credit or background check); a leasing module configured to provide a lease agreement and receive acceptance of the lease agreement over the computer network; and a payment module configured to receive payment over the computer network (for example, using a credit card or checking account information).

Thus, a potential tenant can, for example, in a single online session, view and select a desired rental unit, be approved for rental of the desired unit, view and accept a lease committing to rental of the unit, and pay any necessary deposits or fees, all online, without any physical transfer of lease or payment paperwork between the tenant and landlord.

Independent claims 1 and 19 of the present application include the limitation of “acceptance of the lease agreement over the computer network”.

Weatherly

Weatherly is directed to a method for creating and managing a lease agreement. The method of *Weatherly* discloses the use of a third-party intermediary between a tenant and a landlord (see, e.g., column 1, lines 45-50 of *Weatherly*). The third-party intermediary receives information from a tenant, assesses what financial risk that tenant represents, and establishes a guaranty based on that risk. The third-party intermediary then monitors (and/or receives) payments from the tenant to the landlord to ensure prompt payment to the landlord. In return for the third-party intermediary’s guaranty and monitoring of payments, the intermediary receives a portion of the payment amount (see, e.g. column 1, line 50 – column 2 line 45 of *Weatherly*).

As disclosed in *Weatherly*, the system implementing the method is not entirely online, nor entirely automated. Looking to FIG. 1 and the accompanying description (column 4, line 12 – column 5, line 14 of *Weatherly*), the system of *Weatherly* includes a landlord computer 12 and a management (i.e., third-party intermediary) computer 14. The landlord, upon receiving data from the tenant, transmits the data across electronic link 16 to the management computer 14. Upon receipt of the data, the system can: generate a rejection letter 20 if fraud is detected in the application, generate a rejection letter 28 if the tenant’s credit history is not suitable, or generate a lease document 32 for the tenant and guaranty document 30 for the landlord. Note that the flow diagram symbols for the rejection letters 20, 28, lease document 32, and guaranty document 30 in FIG. 1 of *Weatherly* indicate that these are printed, physical pages generated and printed by the management computer 14.

Donahue

Donahue is directed to a method for negotiating the terms of a lease using an online system. As described throughout *Donahue*, various lease terms are presented to the landlord and tenant, with each party being able to select and/or agree to specific lease terms. However, as in *Weatherly*, *Donahue* ultimately requires that original signature documents be printed and sent to the appropriate parties via “email, fax, or express mail” for “obtaining the actual signatures” (see *Donahue*, column 16, lines 5-15).

Neither *Weatherly* nor *Donahue* disclose a method in which a lease is accepted over a computer network, without the need for separate signature documents, as required in independent claims 1 and 19 of the present application. In fact, *Weatherly* and *Donahue* both teach away from the claimed invention by requiring printed signature documents. There is no evidence presented by the examiner that one skilled in the art, in possession of *Weatherly* and *Donahue*, would be motivated to conceive of the system/method of the present application in which acceptance of a lease is performed entirely online. Thus, independent claims 1 and 19 (and the claims that depend therefrom) are not obvious, and the examiner's rejection on that basis should be withdrawn.

2. Claim 24 is not obvious over Weatherly in view of Donahue in further view of Walker.

Walker

Walker discloses a system for managing and optimizing revenue from rentals of multiple properties. The system of *Walker* is directed to property management companies, and applies numerous forecasting and projection rules to predict property availability and ensure that a maximum number of properties are rented at any given time (*see, e.g., Abstract of Walker*). *Walker*, however, does not disclose any type of interactive system in which a potential tenant can access property listings or view and accept a lease agreement for a property. More specifically, *Walker* makes absolutely no teaching, suggestion, or disclosure of presenting a lease agreement to a first party over a computer network, or of receiving from the first party over the computer network acceptance of the lease agreement, as required in independent claim 24 of the present application.

As discussed above with respect to claims 1 and 19, neither *Weatherly* nor *Donahue* disclose a method in which a lease is accepted over a computer network, without the need for separate signature documents. And, as just discussed, *Walker* likewise makes no such disclosure. Thus, for the reasons discussed above with respect to claims 1 and 19, independent claim 24 is not obvious over *Weatherly* in view of *Donahue*, in further view of *Walker*, and the examiner's rejection on that basis should be withdrawn.

Summary

Neither *Weatherly*, *Donahue*, nor *Walker* disclose a system or method in which a lease is accepted over a computer network, without the need for separate signature documents, as required in all claims of the present application. Thus, the examiner's rejection of claims 1-24 of the present application should be withdrawn.

Should this Review Board have any further questions or comments that need be addressed in order to obtain allowance, it is invited to contact the undersigned attorney at the number listed below.

Acknowledgement of receipt is respectfully requested.

Respectfully submitted,

By: 

Mark C. Young, Reg. No. 48,670
STINSON MORRISON HECKER LLP
1201 Walnut Street, Suite 2900
Kansas City, MO 64106-2150
Telephone: (816) 842-8600
Facsimile: (816) 691-3495